

**DALLAS COUNTY CAPITAL IMPROVEMENT
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROGRAM**

This Project Specific Agreement (“PSA”) to the Master Agreement Governing Major Capital Transportation Improvement Program (“Master Agreement”) is made by and between the City of Coppell, Texas, ("City"), and the County of Dallas, Texas, ("County"), acting by and through its duly authorized officials, for the purpose of constructing transportation improvements on IH 635 at Belt Line Road, MCIP Project 20701, (“Project”).

WHEREAS, the Project is located within the City of Irving and the City of Coppell;

WHEREAS, the City of Irving has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager;

WHEREAS, the City and the County entered into a Master Agreement on July 06, 2021, by Commissioners Court Order 2021-0697, for the purpose of transportation improvements on roads inside Dallas County;

WHEREAS, the City of Irving and Texas Department of Transportation (TxDOT) shall enter into an Advanced Funding Agreement (“AFA”) for the purpose of transportation improvements on roads inside Dallas County;

WHEREAS, the County and City of Irving shall enter into a Project Specific Agreement for the purpose of transportation improvements on roads inside Dallas County;

WHEREAS, the City and City of Irving shall enter into a Bilateral Agreement for the purpose of transportation improvements on roads inside Dallas County; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects.

NOW THEREFORE THIS PSA is made by and entered into by the City and the County for the mutual consideration stated herein.

Article I.

Project Specific Agreement

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and any additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II.
Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2021-0697 dated July 06, 2021, and additions thereto, which is incorporated herein by reference.
2. Project vicinity map, which is attached hereto and incorporated herein by reference as Attachment "A."
3. Current Cost Estimates and Funding Sources, which is attached hereto and incorporated herein by reference as Attachment "B."
4. AFA between City of Irving and Texas Department of Transportation, and any amendments thereto, are incorporated herein by reference.
5. PSA between County and City of Irving and any amendments thereto, are incorporated herein by reference.
6. Bilateral Agreement between the City and City of Irving and any amendments thereto, are incorporated herein by reference.

Article III.
Term of Agreement

This PSA shall become effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

Article IV.
Project Description

This PSA is entered into by the parties to develop public transportation improvements within the City of Coppell, Texas. The Project is defined as interchange improvements at IH 635 at Belt Line Road. The project includes capacity, safety, and new roadway improvements that will better facilitate the movement of traffic at this interchange. The Project is made up of three project components, which include a new Texas U-turn on the east side of the interchange, dual left turn lanes on Northbound Belt Line Road Bridge, and a right turn lane on East Bound IH 635 Frontage Road. Both project components will be designed to TxDOT standards.

- The new Texas U-turn will consist of an independent single lane bridge over IH 635 allowing vehicles traveling on the westbound frontage road to make a U-turn onto the eastbound frontage road. The U-turn bridge will be located just east of the existing Belt Line Road Bridge over IH 635 and will be structurally independent of the Belt Line Road Bridge.
- There is currently a single left turn on the Belt Line Road Bridge over IH 635. The existing left turn lane runs for the entire length of the bridge, which is approximately 570 feet between frontage road intersections. This project will modify the existing median on the Belt Line Road Bridge in order to add a second left turn lane on the bridge. The two left turn lanes will run the entire length of the Belt Line Road Bridge and will continue south of the eastbound frontage road intersection for an additional 300 feet before tapering back down to the through traffic lanes.
- This project also proposes to add a new right turn lane onto the East Bound Frontage Road of IH 635. This component also includes bicycle/pedestrian improvements and signal improvements at the intersection of Belt Line Road and East Bound Frontage Road.

This Project will facilitate the movement of public transportation to benefit both the City and County. The City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V.

Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI.

Agreements

I. County and City Responsibilities:

1. City and County agree that the City of Irving shall be the Lead Agency for the Project from commencement of planning to completion of construction.
2. City and County mutually agree that the Project limits are IH 635 at Belt Line Road.
3. The agreed upon Standard Basic Project Design shall be the Standard Basic Project Design for the Project. Such design shall be the Standard Basic Project Design for the Project and specifically does not include Road or Street Amenity, Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
4. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days of receipt. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B."
5. The Project will require the acquisition of road right-of-way which is specifically all real property needed or convenient for roadway and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of

the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City and County. Such right-of-way acquisition shall be the responsibility of the City as Lead Agency. The City shall coordinate any necessary City-owned utility adjustments for construction of the Project. Such acquisitions will be transferred into the City's name as owner as the City shall be solely responsible for maintenance after construction is completed.

6. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
7. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County, such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail, via certified mail, with return receipt requested.
8. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

II. City Responsibilities:

1. City shall execute the necessary agreements, subject to City Council approval, for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA, including for the acquisition of right-of-way and any utility relocation.
2. City shall execute a bilateral agreement with City of Irving to facilitate payment to TxDOT for constructing turn lanes within City of Irving's jurisdiction.
3. City shall provide a City Council Resolution commitment to meet the Project funding subject to City Council authorization of required additional funds.
4. This PSA is City approval of the preferred alignment and the proposed estimated budget and funding.
5. City shall be responsible for maintaining the roadway, transportation improvements, grading area, drainage structures, striping, and signage after the Project is complete.

III. County Responsibilities:

1. County agrees to participate in the City of Irving led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review and provide comments to plans, change orders, and amendments in a timely manner.
3. County shall execute a PSA with the City of Irving for the purpose of transportation improvements on roads inside Dallas County.

Article VII.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment "B":

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be Seven Million, Two Hundred Twenty Seven Thousand Nine Hundred Twelve Dollars and no cents (\$7,227,912.00) as shown in Attachment "B."
2. The County's total obligation to this Project is to provide funding in the amount not to exceed One Million Two Hundred Thousand Dollars and no cents (\$1,200,000.00), reduced by all County in-house project delivery costs of the total Project cost, estimated to be Fifty Eight Thousand, Two Hundred Eighty Six Dollars and no cents (\$58,286.00). County will pay Project costs as invoiced by the City of Irving after construction is completed and accepted by all agencies involved.
3. The County in-house Project delivery ("IHPD") costs may include, but are not limited to, design costs, preliminary scoping and research, preliminary design services, design review, special services, site inspection, meetings, and preliminary utility coordination.
4. The City will have a total obligation to provide funding for the Project in the amount not to exceed Two Hundred Forty Four Thousand Five Hundred Dollars and no cents (\$244,500.00).
5. The City of Irving will have a total obligation to provide funding for the Project in an amount of at least Nine Hundred Twenty Thousand Seven Hundred Fourteen Dollars and no cents (\$920,714.00).
6. Texas Department of Transportation will have a total obligation to provide funding for the Project in the amount not to exceed Four Million Eight Hundred Sixty Two Thousand Six Hundred Ninety Eight Dollars and no cents (\$4,862,698.00).
7. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the Cities and County agree to amend the Project's scope to remain within the current estimated not to exceed amount unless the City of Irving pays one hundred percent (100%) of all cost overruns and any additional Project costs.
8. The City of Irving shall be responsible for one hundred percent (100%) of all cost overruns and any additional Project costs if such additional funding commitments are approved by Administrative Action signed by the Mayor or by resolution of the City Council.
9. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

Article VIII.

Miscellaneous

- I. **Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental/sovereign immunity available to the County or City or their respective officials, officers, employees, or agents under Texas or other law and**

without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

- II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the City and County that any entity other than the City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of the County and the Governmental Immunity of the City, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either the City or County shall be in Dallas County, Texas.
- IV. Notice. Any notice provided for in this PSA to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or by registered mail; and addressed as follows:

To: County: County of Dallas
Director of Public Works
Dallas County Records Building
500 Elm Street, Suite 530
Dallas County, Texas 75202

To: City: City of Coppell
Public Works
Address: 265 E. Parkway Boulevard
Coppell, TX 75019

Either party may change its address for notice by giving the other party notice thereof.

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- IX. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is expressly executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- X. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- XI. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability

shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.

- XII. Entire Agreement. This PSA embodies the complete agreement of the parties, and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XIII. No Joint Enterprise/Venture. City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the City and the County.
- XIV. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council. This PSA is expressly subject to and contingent upon the City executing an AFA with TxDOT related to funds coming from NCTCOG STBG program and TxDOT and that City shall maintain its roads. This PSA is expressly subject to and contingent upon the City executing a bilateral agreement with the City of Irving to facilitate payment to TxDOT for constructing interchange improvements within City of Coppell's jurisdiction. This PSA is expressly subject to and contingent upon the County entering into a PSA with the City of Irving. If any agreement terminates, then this PSA shall also terminate.

(Signatures appear on the following page)

The City of Coppell, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, Minutes _____ dated the ____ day of _____, 2021.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2021.

County of Dallas:

City of Coppell:

Clay Lewis Jenkins, County Judge

By: _____
Title: _____

Date

Date

Approved as to Form*:
John Creuzot
District Attorney

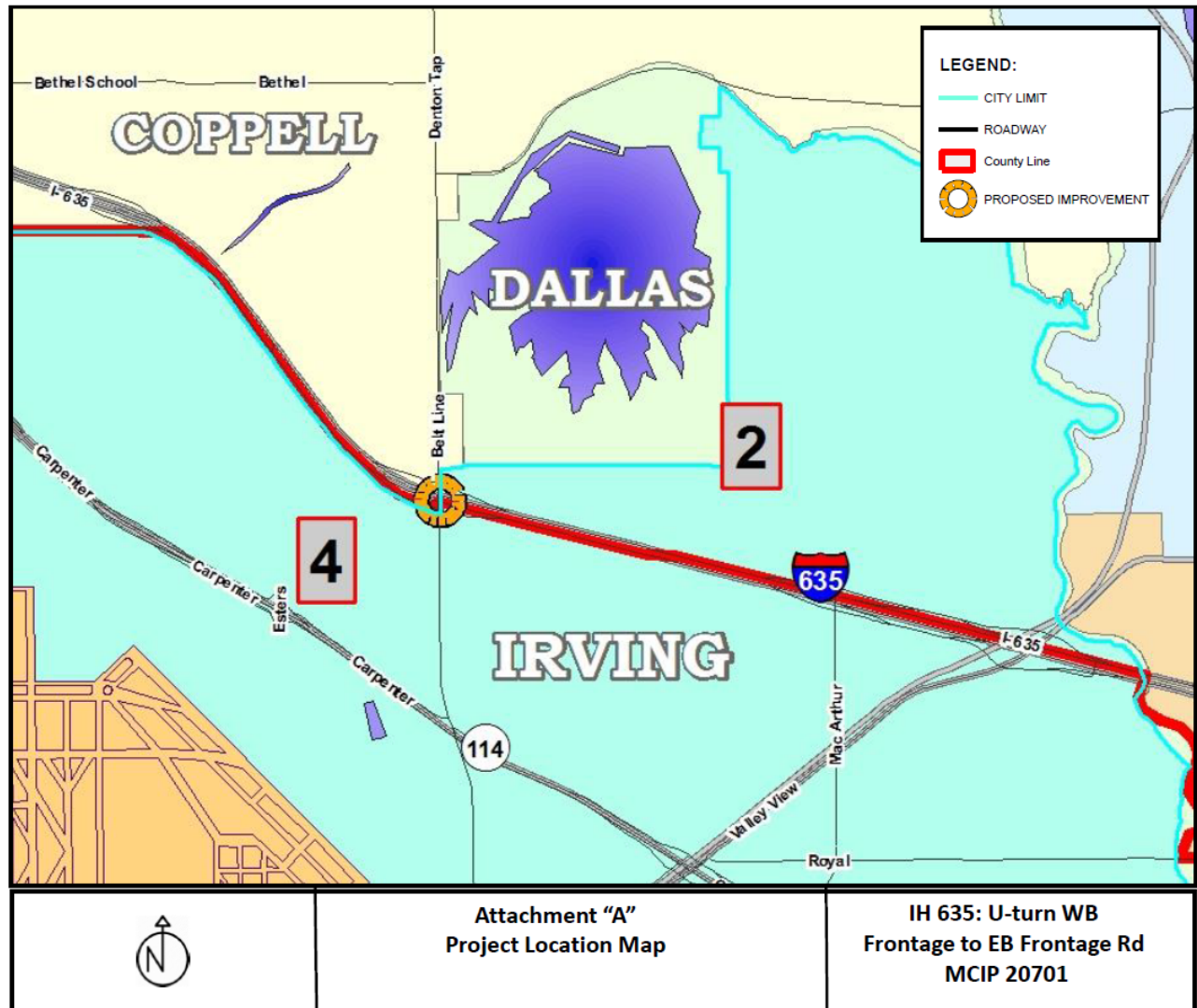
Attest:

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

By: _____
Title: _____

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT “A”



ATTACHMENT “B”
Dallas County Capital Improvement Program
Project Specific Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES

PROJECT NAME: IH 635 at Belt Line Road MCIP 20701

Estimated Project Cost	
Engineering	\$ 534,858
Dallas County In House Project Delivery (IHPD)	\$ 58,286
Right-of-Way (ROW)	\$ 45,500
Construction	\$ 6,589,268
Total	\$ 7,227,912
Funding Sources	
Dallas County	\$ 1,200,000
City of Irving	\$ 920,714
City of Coppell	\$ 244,500
TxDOT	\$ 4,862,698
Total	\$ 7,227,912